THE HON'BLE MR JUSTICE GODA RAGHURAM

WRIT PETITION NO : 17446 of 2005

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MONDAY, THE EIGHTH DAY OF AUGUST
TWO THOUSAND AND FIVE

Between:

M/s. Jairaj Ispat Limited, Plot No.8, Phase-III, I.D.A,
Jeedimetla, Hyderabad, rep.by its Managing Director,
S.K.Goyanka.

..... PETITIONER

AND

1. Transmission Corporation Of A.P. Limited, (A.P. Transco) Rep.by its Chief Managing Khairatabad, Hyderabad.

2. The Director (Commercial), Central Power Distribution Company Of

A.P. Limited, Singareni Bhavan, Lakadikapool, Hyderabad.

3 The Superintending Engineer, Operation, Central Power Distribution, Company of A.P. Limited, R.R. Circle, Hyderabad.

4 The Senior Accounts Officer, Operation, Central Power Distribution, Company Of A.P. Limited, R.R. Circle, Hyderabad.

.....RESPONDENTS

The Court, at the stage of admission, made the following:

Oral order:-

Heard the learned counsel for the petitioner and the learned standing counsel for the respondents.

The petitioner is an industrial unit operating from plot Nos. 8, 11B, 12C and 12D of I.D.A. Phase-III, Jeedimetla, Hyderabad, which is engaged in the manufacturing of iron and steel products, a mini-steel plant or induction furnace unit. The petitioner obtained a H.T. Power Supply from the Andhra Pradesh Transco. Till June, 2002, the petitioner was having a contracted maximum demand of 5000 KVA and sought additional load of 1800 KVA, which was sanctioned by the 2nd respondent by the proceedings dated 25-06-2002. In March, 2003, the petitioner sought a further additional load of 3200 KVA, which was also sanctioned by the 2nd respondent by the proceedings dated 13-03-2003. Thereafter, in June, 2003, the petitioner sought further load of 5000 KVA, which was sanctioned by the 2nd respondent by the proceedings dated 27-10-2003. Consequently, as on date, the petitioner's contracted minimum demand is 15000 KVA.

Under the terms and conditions of the supply, applicable between the parties, consumers are required to keep with the AP Transco a sum equivalent to three months consumption charges as consumer deposit. According to the petitioner, the A.P. Transco, however, is relaxing the said rule depending upon the contingencies; and in the case of mini steel plants, it is contended, the consumers are required to pay two months consumption deposit and in some cases, induction furnace units are required to deposit the consumption deposit equivalent to 45 days consumption with certain conditions. According to the

petitioner, while sanctioning the additional loads, the respondents called upon the petitioner to pay additional consumption deposits amounting to Rs.27,00,000-00; Rs.48,00,000-00 and Rs.75,00,000-00 respectively for the three additional loads sanctioned, as already stated. According to the petitioner, the respondents also called upon the petitioner to pay consumption charges 50 per cent in cash and rest by way of bank guarantee, which the petitioner paid and deposited. However, for the consumption year 2003-04, the respondents are stated to have allowed the petitioner to deposit the consumption charges equivalent to two months, of which 50 per cent is in cash and the rest by bank guarantee. Thereafter, on 25-04-2004, the A.P. Transco reviewed the petitioner's consumption deposit for the consumption year 2004-05, but required the petitioner to pay the entire consumption deposit in cash. The petitioner, thereupon, filed a writ petition and obtained an order enabling him to pay the additional consumption deposit, 50 per cent in cash and the rest by way of bank guarantee. Eventually, for the year 2005-06 also the respondents-A.P. Transco assessed the petitioner's consumption deposit for the year 2005-06 at Rs.4,38,72,500-00 and required the petitioner to pay the additional consumption deposit amounting to Rs.2,36,81,900-00 after giving credit for the existing cash deposit. Thereupon, the petitioner, unable to bear the burden, it is pleaded, made a representation on 28-07-2005 intimating to the 3rd respondent that the petitioner opts for pre-payment metering in terms of Section 47(5) of the Electricity Act, 2003 (Act No. 36 of 2003) (for short 'the Act') whereby on opting for pre-payment metering system for supply, a distribution licensee shall not be entitled to security deposit.

The petitioner alleges that despite receipt of the representation/option from the petitioner dated 28-07-2005, the respondents have not passed any order or taken a decision in terms of Section 47 (5) of the Act and on the other hand, are threatening the petitioner with disconnection of the power supply. The writ petition is filed in the above circumstances for appropriate relief.

The respondents are required to act on the petitioner's option for pre-payment metering system in terms of Section 47 (5) of the Act and accord benefits thereof. This the respondents have not done. They have thus failed in a statutory obligation.

Accordingly, the writ petition is disposed of directing the respondents to dispose of the representation of the petitioner dated 28-07-2005, expeditiously and in any event, within a period of two weeks from the date of receipt of a copy of this order, in terms of Section 47 (5) of the Act. Pending the decision as above directed and the communication of it to the petitioner, the respondents shall refrain from dis-connecting the power supply to the petitioner. No costs.

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GODA RAGHURAM, J

Dt. 08-08-2005

Pvks/*

Nb:- Furnish c.c. tomorrow.

B/o pvks/*